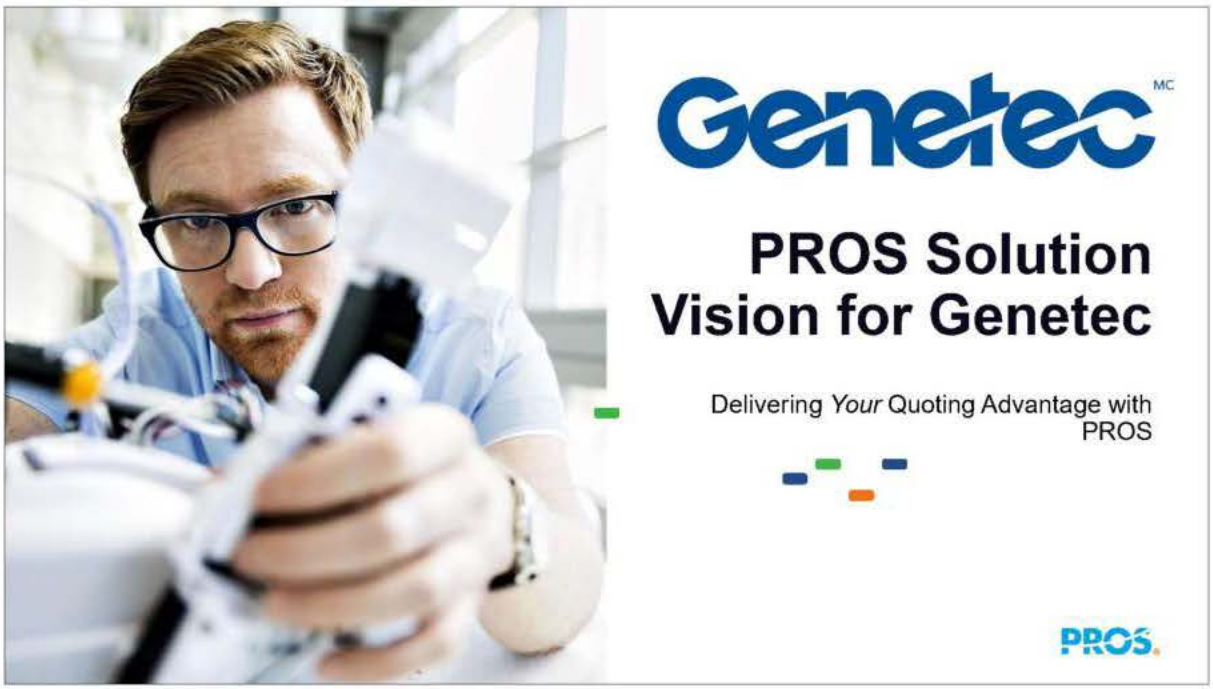
# EXHIBIT 1


Genetec
MC
PROS Solution Vision for Genetec
Delivering *Your* Quoting Advantage with PROS
PROS.

Agenda
PROS
Introductions
Solution
Overview
Product
Demonstrations
Q&A
Session
PROS
page 2

## Your PROS Team

**Brad Long**
- Executive Account Manager

**Jorge Garza**
- Strategic Consultant

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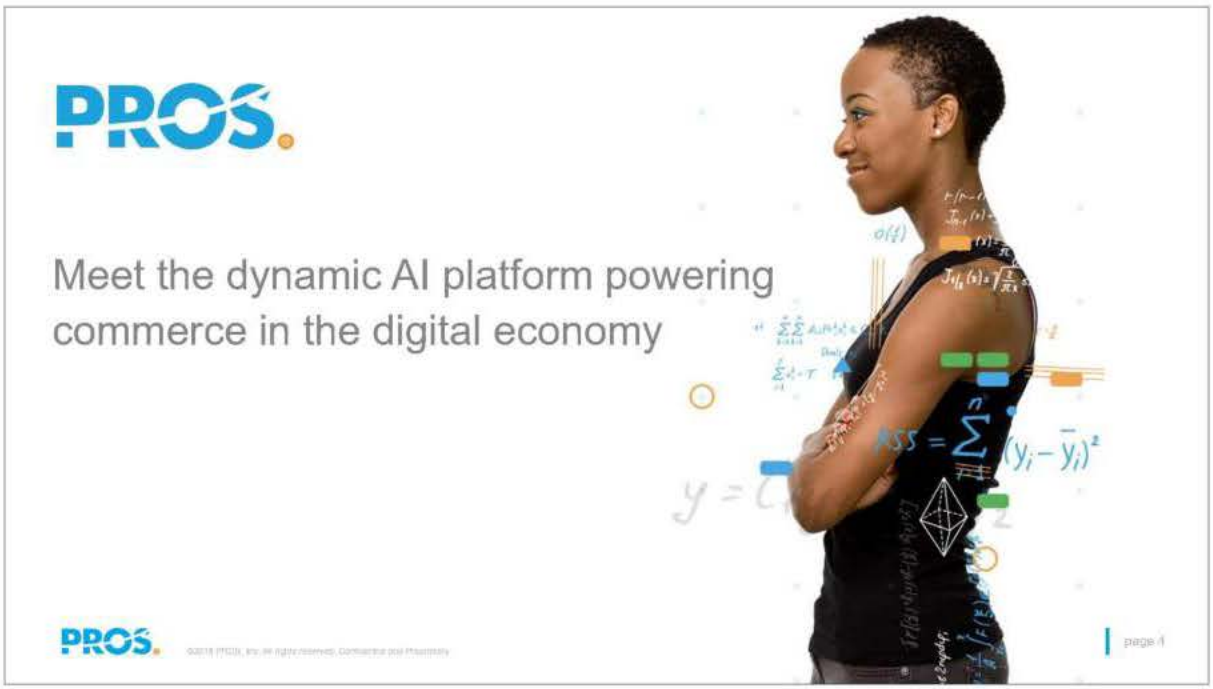


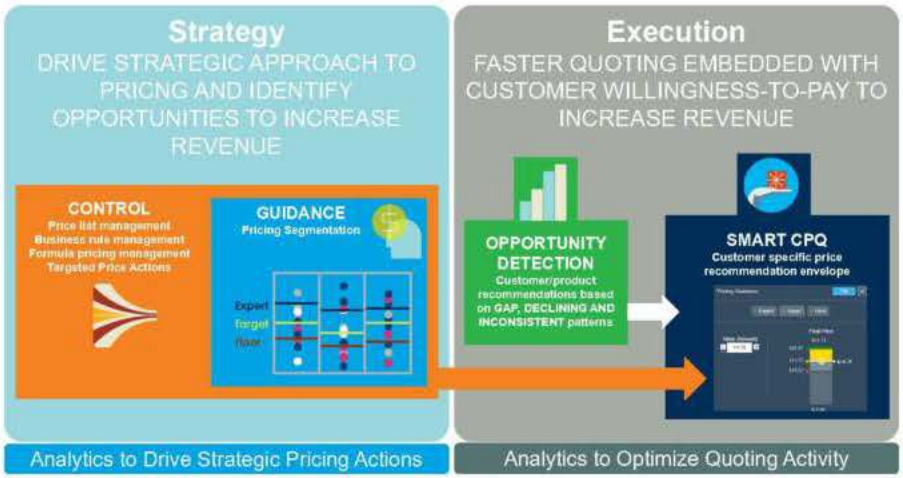

INTRODUCTION

What I'd like to do now is take a step back and let you get to know PROS as a company a little better. We believe we not only have a very powerful value proposition to offer, but we're also committed at our very core to driving the success of our customers. This commitment has been in place from our very start 30 years ago, and there's still nothing more important to us today. Our corporate culture revolves around this commitment and our track record proves it.

At the highest level, PROS is a company that provides the AI platform companies need to power their commerce.

Partnership Objective
To empower Genetec with an adaptable platform to dynamically enhance sales effectiveness through modern commerce capabilities
PROS.

# PROS Solution Overview

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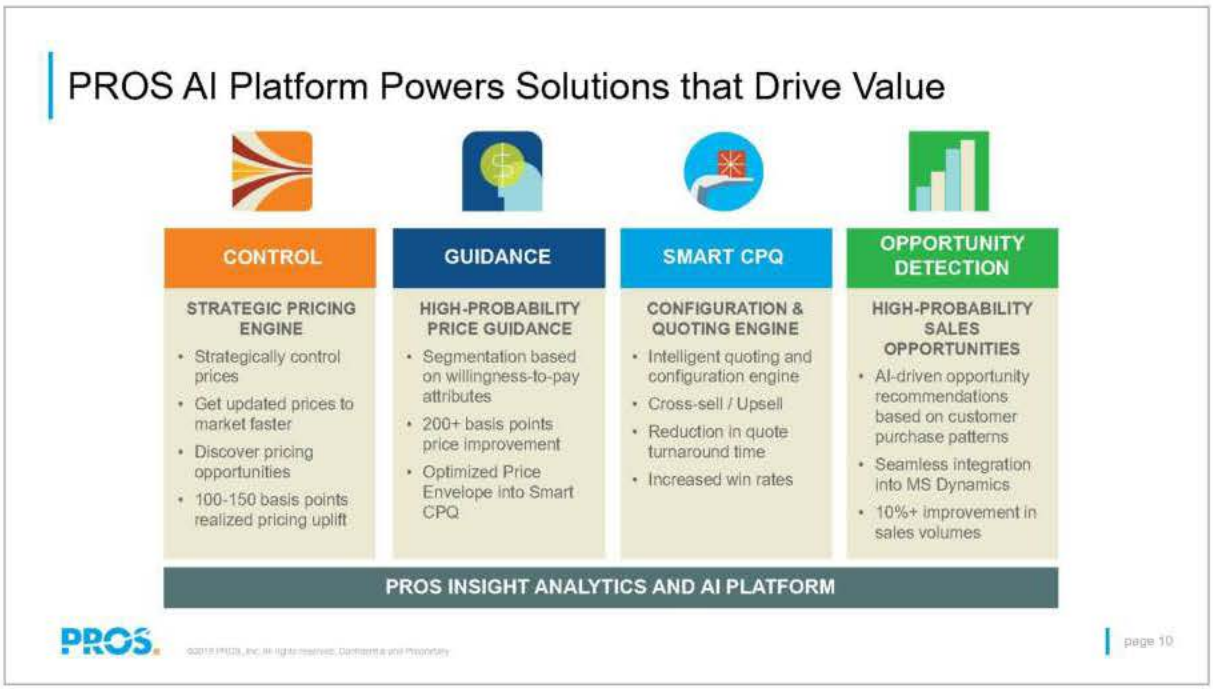
Before we get into the solution, we need to understand your value priorities, pain points and desired outcomes
There are many different reasons people invest in PROS –
A large number of our customers implement PROS because they want higher margins and to prevent revenue leakage.
Others want to increase their Win rates.
Some people buy PROS for better operational execution – they can't execute a price change update or get a quote out fast enough
Sometimes people buy CPQ or a pricing system just so they can capture and store data. Every quote then runs through their system
A lot of time they buy Pricing and Analytics so they can see what changes are going on with their customers.
Several customer have bought PROS because they care about Compliance and Risk Mitigation. What I mean by that is – lots of CFOs get upset because they look for an audit trail of changes and they can't find one. Different prices pop up for customer and nobody has any idea where they came from. They want an Audit trail as a minimum standard
Cost efficiency – this is to reduce manual work (like price corrections / credits etc.)
Organisational Transformation – For example – I want to change the way my sales reps quote business and the only way I'm going to do that is I'm going to implement a CPQ system (as a catalyst). Some customers have spend millions on a CRM system their Sales reps don't use! The CPQ system will force them to use the CRM to generate a quote.

We have the experience and the credibility leading enterprises want when it comes to trusting a vendor with something as critical as their data. They want to know they've chosen the low-risk partner not only when it comes to protecting that data, but also when it comes to ensuring a high return on their investment. From the very beginning, PROS has worked side by side with our customers to understand their challenges and find innovative new ways to overcome obstacles to drive the success of their business. They choose PROS because of our incredible, customer-centric team of 1000 plus professionals who have proven we'll deliver the value we promise. That's why we can boast of a more than 95% customer retention rate -- our customers stay with us year after year because they can count on us and they know only we can help them compete and win in the digital economy.

# PROS Solution Vision for Genetec




A high level view of PROS Harmonized solutions.

Control – A centralized pricing policy and management system where company-wide pricing strategies are built, maintained and deployed, providing quick and easy access to current and accurate pricing across all channels in a timely and efficient manner.

Guidance – uses AI to optimize the pricing in each transaction. It leverages peer segmentation for customers and products and predicts the customers willingness to pay, providing the seller a price he can quote with confidence that extracts the most value from the transaction while maintaining a high likelihood of close. It integrates seamlessly into you CRM or ordering system. Guidance will deliver 100 to 300 basis points of margin improvement, along with revenue increase.

RTPE/ E Commerce – is a solution that puts the power of the CPQ engine on a web site for use by anyone with access including employees, channel partners and/or end users. It pushes all the capability to a self-use mode.

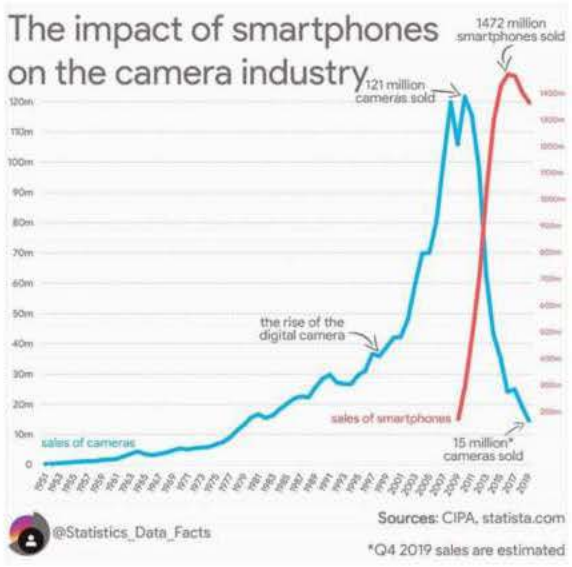
Smart CPQ – CONFIGURE PRICE QUOTE is a powerful configuration and quoting tool that makes every sales person an expert, supports 3D rendering and can support literally thousands of line items on a quote or order.

Opportunity Detection – identifies previously unseen opportunities within your customer base and proactively presents those opportunities to the sales team for review and follow-up. The system identifies declining trends, gaps, white space and other sales opportunities to grow revenue within the base. Underperforming accounts

We help you sell smarter, making buying a better experience, and help you use your own data transformationally

Smart CPQ
PROS

Show of hands, how many of you all own one of these? More importantly, how often do you use this? When was the last time you bought one? What changed?
While the web transformed the world, smartphones untethered that. Smartphones and apps have completely transformed how we engage with technology and the world around us, and have changed our expectations, as consumers, on our digital experiences.



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Manual approvals, emails, email chains, lack of accountability
Large catalogs make it difficult to know which products to recommend
Inaccurate configurations mean wasted efficiencies
Over discounted pricing and the lack of visibility and control in pricing leads to poor margins and money being left on the tables

The number thing to lead to this end is increasing sales effectiveness. If you can measure it, you can manage it. Listen, you're going through this CRM implementation, but at the end of the day, you want to make more money. We want to help pay for this new infrastructure by helping you do faster and more accurate quotes and truly realizing the value of your CRM.

First it's about finding the right products to sell and the using our AI system to find other product recommendations to increase the deal size
The next step is creating and managing quotes and getting pricing recommendations to give you visibility into your pricing
You can then analyze your deal for its effectiveness using your own custom scoring and metrics and instantly see just how good of a deal this is. You can empower your sales reps to do the same.
Lastly, delivering on this quote as quickly is key, as time kills all deals. As soon as you're quote's ready, you can generate the documents you need to seal the deal and sync all of the information back to Dynamics or PROS pricing system

The benefits are that you're increasing your sales effectiveness – by decreasing the time that it takes to quote, you can see an increase in your win rates, revenue, margins, and total lifetime customer value.

Executing Excellence
1 Uncovering Hidden Opportunities
2 Guided Selling in Smart CPQ
3 Up-selling and Cross-Selling in Smart CPQ
4 Quote Scoring
5 Document Generation in Smart CPQ

Executing
Excellence
1
2
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5
Uncovering Hidden Opportunities
Quick, Actionable Recommendations

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Quote Scoring
Smart Approval Workflows
5

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Quick, Actionable Recommendations
2
Guided Selling in Smart CPQ
Finding the Right Products
3
Up-selling and Cross-Selling in Smart CPQ
Tailored Recommendations
4
Quote Scoring
Smart Approval Workflows
5
Document Generation in Smart CPQ
Custom, Dynamic Template-Based Documents

Metric on 1PROS Customer Results & Quotes – June 5, 2018
Medtronic, reduced errors, faster quotes, etc. this idea of increasing sales satisfaction

Break
PROS.

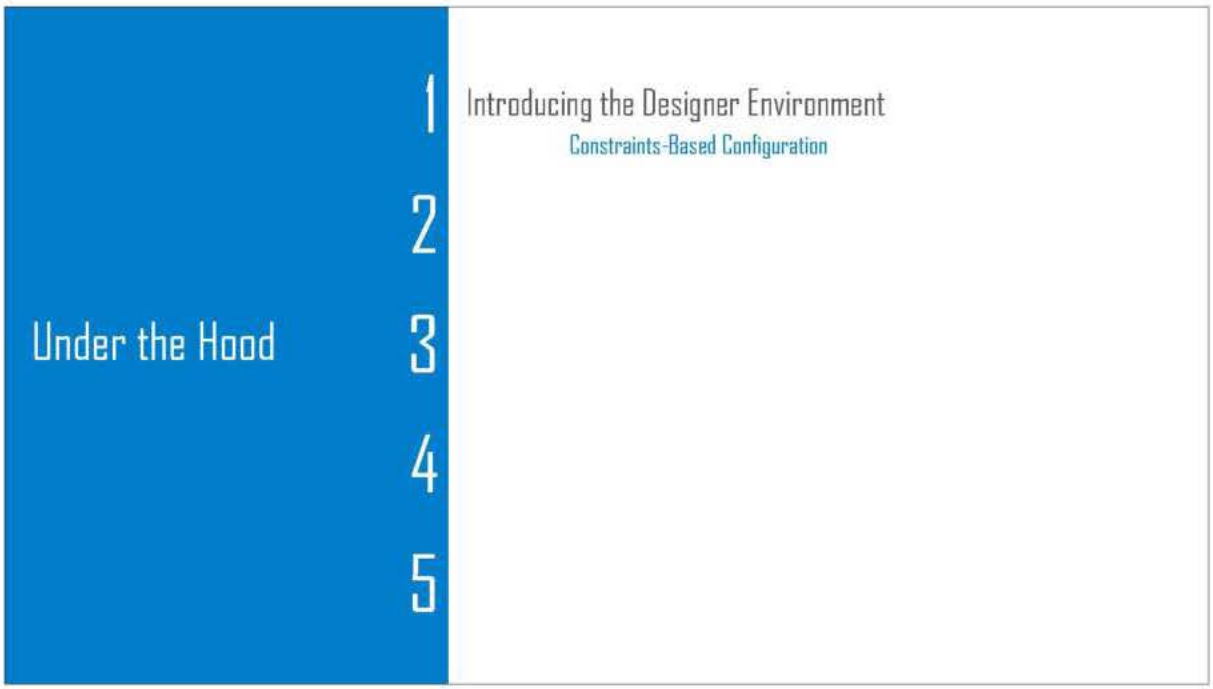
Smart CPQ
Designer
PROS

For Interstellar, Christopher Nolan planted 500 acres of corn just for the film because he did not want to CGI the farm in. After filming, he turned it around and sold the corn and made back profit for the budget.

But how is he as a farmer? Specifically, a corn farmer? And WHY is he – or why WAS he – a corn farmer? Taking a peak behind the scenes of his 2014 hit Interstellar explains why he grew a huge field of corn, in a place that doesn't usually support corn, and then sold the corn for an actual profit!

In the script for Interstellar, the setting for the farm was written as being surrounded by corn fields with mountains in the distance. There are not a lot of places in the world, apparently, that can have both. So the filmmakers were taking a $100K gamble to grow corn in Western Canada, outside Calgary, where the film was shot. To be honest, it doesn't seem like THAT big of a risk. Interstellar was a film with a $165 million budget. The craft services were probably more than $100K.

Under the Hood
1 Introducing the Designer Environment
2 Changing an Existing Price
3 Adding a Product to the Catalog
4 Changing Configuration Question Type
5 Changing Approval Logic Based on Score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Constraints-Based Configuration
2
3
4
5

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Straightforward Pricing Changes
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Changing Configuration Question Type
Flexible Configuration Design
5

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Flexible Configuration Design
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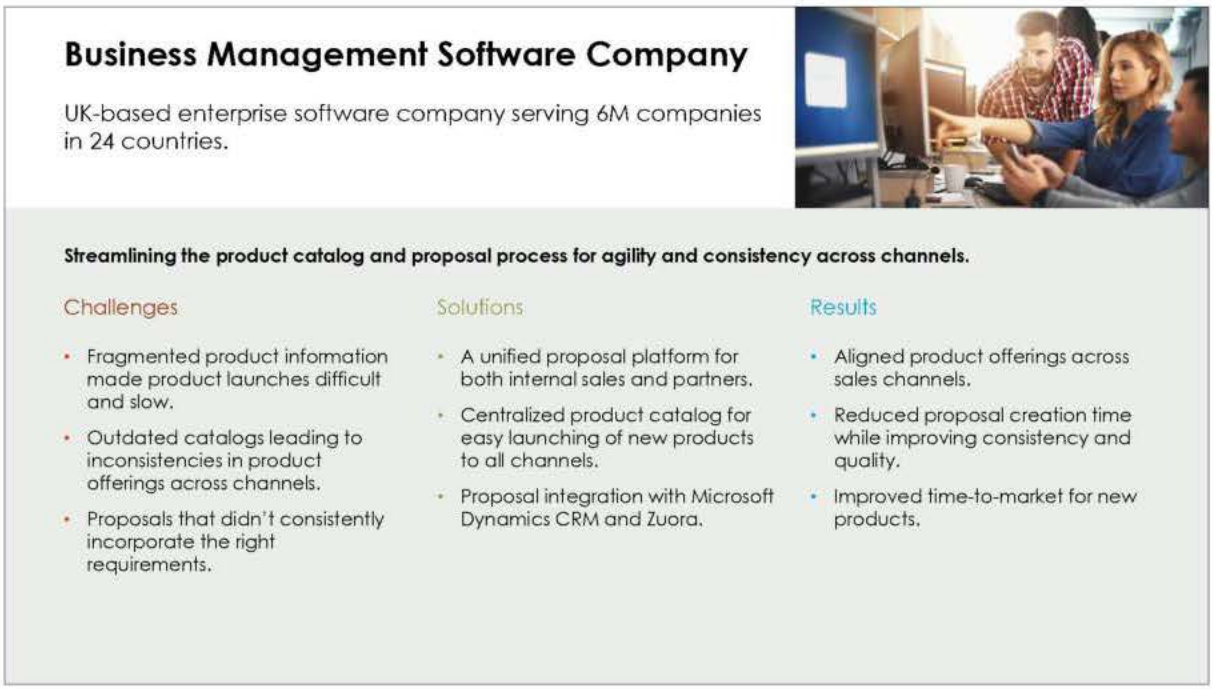
Changing Approval Logic Based on Score
Intelligent Approval Logic




COMPANY – Enabling Efficient Multi-Channel Selling

As a leading global supplier of business management software solutions, related products, and services principally used by small to medium-sized businesses, COMPANY chose PROS CPQ to simplify and unify sales processes across all of its sales channels.

Business Challenges

Both the CIO and the head of R&D at COMPANY were seeking sales strategies and more efficient tools that would help transform their current "product-oriented" sales model into a "solution" oriented model that would work for in-house sales reps, as well as for resellers. COMPANY needed to develop unified proposals that would encompass services, accounting, and management requirements. They also had to address multichannel sales inconsistencies and multiple silos of product information that made new product launches difficult, catalogs out-of-date, inconsistent offers, and frequent delays in product time-to-market. The past solutions they tried were too complex and technical.

PROS Solution

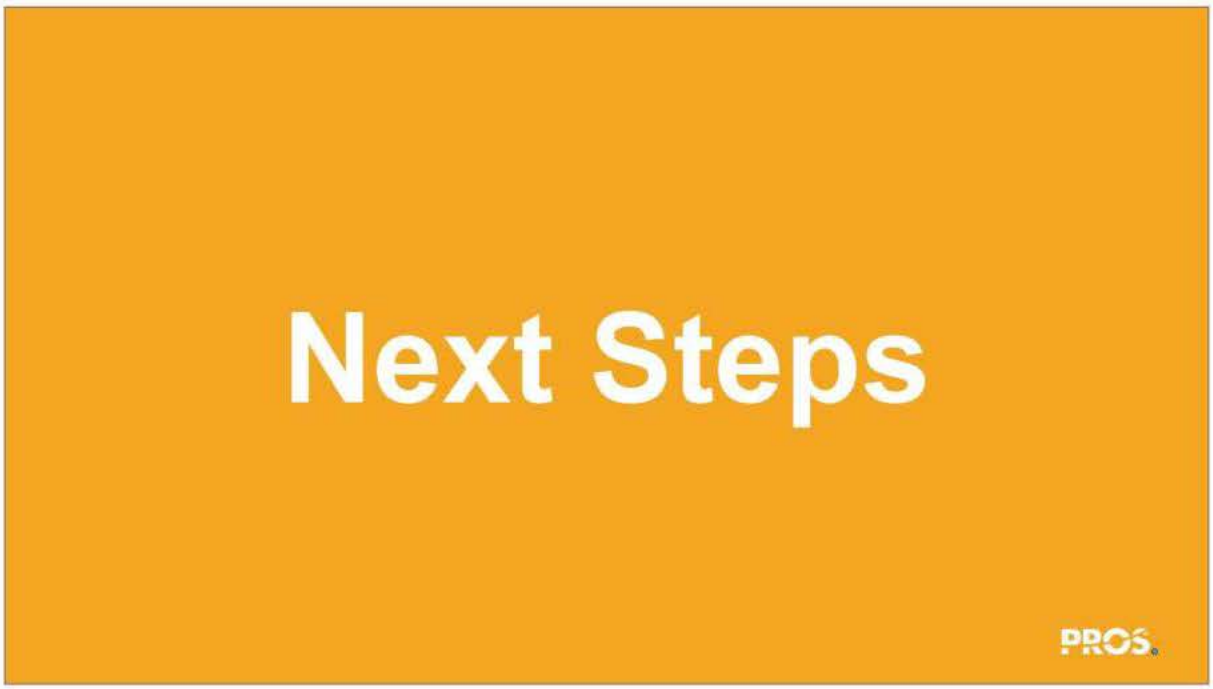
PROS CPQ proposed a new architecture that was agile and simple to transform COMPANY's sales model with the ability to optimize its entire lead-to-revenue sales process through best-in-class automation and execution. Through a series of workshops, PROS consulted with COMPANY to combine the best solution architecture with the best sales practices.

With PROS CPQ, COMPANY can feature its products in an electronic catalog that helps generate quotes based on multi-criteria searches, such as selected module, volume of users, and price. The solution empowers COMPANY's pre-sales to improve performance and reduce the time required to produce proposals. While maintaining the independence of participating teams, the solution maintains an alignment among all sales channels.

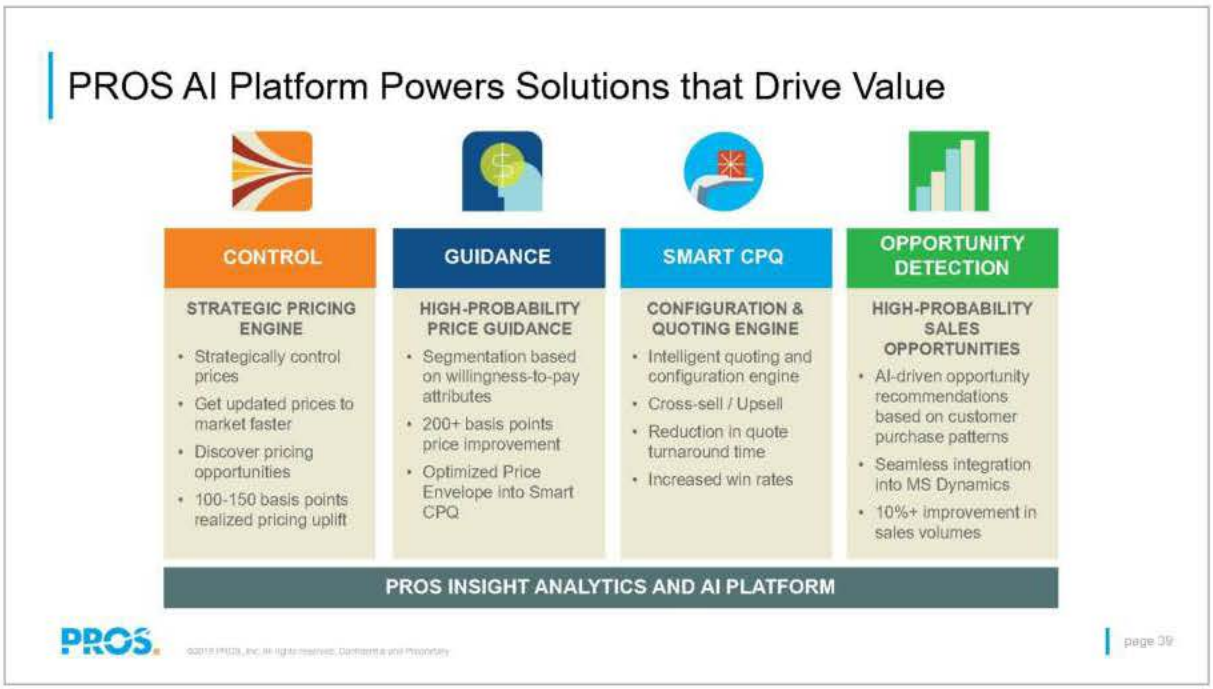
COMPANY uses Microsoft Dynamics as their CRM.

Dynamic Price Management for all of your go-to-market channels

It's this proven approach that is the reason so many leading enterprises trust PROS to help them power their commerce in the digital economy. We're proud to partner with leading companies across more than 30 industries in more than 55 countries around the globe. We work together to co-create value and deliver the innovation they need to drive their business forward.




Dynamic Price Management for all of your go-to-market channels

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PROS.
Thank You
PROS Headquarters | Houston, Texas | 3100 Main Street, Suite 900 | Houston, TX 77002, USA | +1-713-335-5105 +1-800-555-3548

We break down your business into a set of attributes that gets us to the optimal peer group, allows us to calculate the customer's willingness to pay then provide an informed price envelope of Floor, Target and Expert to the sales team integrated into the CPQ tool. Aligner PHX® Humeral Fracture Brace

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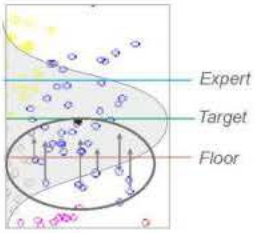


## Guidance always works because it focuses only on the highest probability pricing opportunities

That is, customers priced below normal for each microsegment, based on willingness-to-pay attributes

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# EXHIBIT 2

**From:** Besma Alani <balani@pros.com>
**Sent:** Monday, December 16, 2019 5:44 PM
**To:** Michelle Daigle <mdaigle@genetec.com>; Gurdeep Sadera <gsadera@genetec.com>; Claire Mazzini <cmazzini@genetec.com>
**Cc:** Bill Norris <wnorris@pros.com>; Richard Scott <rscott@pros.com>; Rajiv Kumar <rkumar@pros.com>; John Allessio <jcpa@pros.com>; Robin Wadsworth <rwadsworth@pros.com>; Ann Findlay <afindlay@pros.com>; Tom Shin <tshin@pros.com>
**Subject:** Genetec Requirements Scoping Session - 12.16 Notes
**Attach:** Genetec_CPQ_Requirements_withPROSnotes_12.16.xlsx

---

Hi Michelle and team,

Thank you so much for taking the time to meet with us this morning. I am attaching the spreadsheet with our notes. I have added a few more columns to reflect SoW reference, scope, and dependencies. I hope this helps.

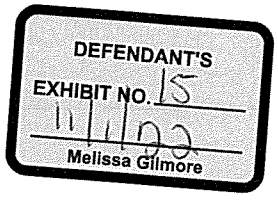
Please let me know if you need me to jump on the phone with you tonight to discuss further; or if you need me to schedule another call with the entire team. I look forward to hearing from you soon!

Thank you,

Besma Alani | Customer Delivery Manager | Professional Services
Cell: 520.440.0656 | Office: 832.924.4737

PROS

Powering Modern Commerce with Dynamic Pricing Science



| PROS Comments | CRM or CPQ | Included in current SOW | In Scope | Requirement | MoSCoW | Phase | Category | Criteria/Requirement |
|---|---|---|---|---|---|---|---|---|
| Yes via D365's managed solution and Smart CPQ versioning | | Built-in | Yes | R21 | | P1 | ALM | Source control, packaging and deployment |
| Yes but not advisable (usually in ERP | | Built-in | Yes | R22 | Must | P1 | Catalogue | CPQ can be used as the product master catalogue (as ERP or PIM) |
| Yes, catalog is exportable from CPQ into a predefined Excel Content File | | Built-in | Yes | R23 | Should | P1 | Catalogue | Export of product catalogue (pricing, data, description) to a file (eg. XLS or CSV) |
| Yes, catalog is importalbe into CPQ via predfined Excel Content Fil | | Built-in | Yes | R24 | Should | P1 | Catalogue | Import of product (SKUs, pricing, description from a file (eg. XLS, CSV) |
| Yes, but need to know exact expectations (toggle between currencies in a single? Display multiple currencies in a single quote?) | | Yes | Yes | R25 | Must | P1 | Catalogue | Multi-currency support |
| Yes, limited only by lookup capabilities (my assumption is that with Perf Quoting, we can use Control's full lookup capabilities but not price lists) | | Yes | Yes | R26 | ? | P1 | Catalogue | Price List and Pricing Models (static, dynamic, region-specific, industry-specific, account-specific, contextual vs. regional) |
| Import is via customer push not via schedule | | N/A [Customer] | No | R27 | Must (but not sch | P1 | Catalogue | Scheduled import of product data, pricing and information from a file |
| Need to check what we put in the subscription - 100,000 visit-based licensing; a visit is defined as user opening a quote, viewing it or modifying it, and closing it | | N/A [License Agreement] | N/A | R28 | Must | P1 | CPP | Concurrent portal licenses |
| This is a function of CRM, not CPQ | CRM dependency | N/A [CRM] | No, Genetec is responsible for CRM work | R29 | Must | P1 | CPP | Project registration request (project = opportunity), special pricing request |
| Yes | | Yes | Yes | R30 | Must | P1 | Discounting | Ability to change both price and discount on specific item, category, section or entire quote |
| Yes; we can trigger approval workflows including indicating that quote should be auto-approved, but customer owns actual approval workflows within CRM (not in CPQ)) | CRM dependency | Yes [triggers are in scope] | Yes, but Genetec is responsible for CRM work | R31 | Must | P1 | Discounting | Workflow management incl. automated triggering of discount approvals |
| CPQ will be hosted on Azure under PROS control; customer's CDM will not be | | N/A for SOW | Yes | R32 | Must | P1 | Infrastructure | Fully hosted solution with option to be hosted on CPQ vendor's servers |
| No; CPQ will only ever be hosted on Azure under PROS control , never on customer's hardware | | N/A for SOW | No | R33 | Should | P1 | Infrastructure | Fully hosted solution with option to be hosted on Genetec's servers |
| Yes [assuming D365 Sales = D365 CRM] | | Built-in | Yes | R34 | Should | P1 | Integration | OOTB Integration to D365 Sales |
| Yes | | 1 template in current scope | Yes | R35 | Must | P1 | Proposals | Automated creation of proposals based on pre-defined templates (text, images, quotes, etc.) (Document generation) |
| Yes but C4S not in scope | | No | No | R36 | Must | P1 | Quoting | Ability to create calculators within the CPC |
| Yes | | Yes | Yes | R37 | Must | P1 | Quoting | Ability to push quoted Part # to CRM |
| Yes | | Yes | Yes | R38 | Must | P1 | Quoting | Creation of BOMs that exclude pricing (hide pricing for components of bundle |
| Yes | | Yes | Yes | R39 | Must | P1 | Quoting | Manual selection of products & SKUs to upsell by product, feature, region, or other criteria |
| This is a built-in capability of D365 (not CPQ | | Built-in | Yes | R40 | Should | P1 | Quoting | Quote cloning (eg. copy-paste-create new |
| Yes | | Built-in | Yes | R41 | Must | P1 | Quoting | Quote creation & management embedded within the CRM app (eg. not a separate pop-up dialog or portal |
| Yes (Assuming product's summary boxes satisfy this | | Yes | Yes | R42 | Must | P1 | Quoting | Quote header with dashboard (Gross margin, HW vs SW, Overall discount, etc |
| This is a function of CRM, not CPC | CRM functionality | N/A [CRM] | No | R43 | Should | P1 | Quoting | Reports on quotes created by user |
| Yes | | Yes | Yes | R44 | Must | P1 | Quoting | Support for unified quotes (eg. multiple products, perpetual and SaaS licensing models, servers, hardware & software |
| Yes via Smart CPQ Desinger Export file | | Built-in | Yes | R45 | Should | P1 | Reporting | Export of configured rules to a file by product and SKU |
| Configuration exists | | No | No | R46 | Must | P1 | RMR | Appropriate handling of subscription revenue items on quote |
| Yes | | Built-in | Yes | R47 | Must | P1 | Security | Ability to set access to products, bundles, SKUs based on user group, user, role, region, or other criteria |
| This is a function of CRM, not CPC | CRM functionality | N/A [CRM] | No | R48 | Must | P1 | Security | Customization of user access rights & privileges, in addition to inherited rights, with the most restrictive rights prevailing |
| This is a function of CRM, not CPC | CRM functionality | N/A [CRM] | No | R49 | Must | P1 | Security | Detailed privileges per user group and user defining what they can see and d |
| This is a function of CRM, not CPC | CRM functionality | N/A [CRM] | No | R50 | Must | P1 | Security | Inheritance of access rights & privileges based on a hierarchy (User Groups to Users |
| This is a function of CRM, not CPC | CRM functionality | N/A [CRM] | No | R51 | Must | P1 | Security | Roles based access control & privileges for internal users (Genetec) and external users (channel/dealers, end users |
| Yes, subscription includes product support | | N/A [Included in Subscription] | Yes | R52 | Must | P1 | Support | Basic tech support included |
| Yes via Smart CPQ Designer, BUT questionable whether they will consider this sufficiently business-user-friendly | | Built-in | Yes | R53 | Must | P1 | UX | Parts manager or Admin tool (eg. product/pricing admin tool) that can be managed by business user |
| Yes assuming this means quote header | | Yes | Yes | R54 | Must | P1 | UX | Visualization of quote summaries |
| Configuration exists via workflow | | No | No | R55 | Must | P2 | Catalogue | Bundle & kit > A bundle or base package can include both priced items and free items (eg. first 10 devices are free) |
| Yes; bundles are linked skus, with no systematically enforced differentiation between types of SKUs | | Yes | Yes | R56 | Must | P2 | Catalogue | Bundle & kit > Mixed bundles that include hardware, software, SaaS, perpetual, servers) |
| Yes; bundles defined by associating skus in the catalog via "breakdown" product links | | Yes | Yes | R57 | Must | P2 | Catalogue | Bundle & kit creation and management based on existing products & SKUs in the catalogue |
| Yes; business properties can be defined and varied across "collections" of SKUs | | Yes | Yes | R58 | Must | P2 | Catalogue | Constraint based rules by product, feature, or SKU such as minimum and maximum quantities, BMA mandatory |
| Configuration exists via workflow | | No | No | R59 | Must | P2 | Catalogue | Constraint-based rules related to quantities (sold in units of 10 or 100 |
| Yes; can be effected either via catalog structure or business properties | | Yes | Yes | R60 | Must | P2 | Catalogue | Different parts list by region or SI (e.g. if not certified on LPR, LPR items should not appear) |
| Yes; catalog can be organized into collections and sub-collection | | Built-in | Yes | R61 | Must | P2 | Catalogue | Hierarchical view & management of catalog by top-level product, sub-products, sub-SKUs and feature |
| Customer owns actual approval workflows within CDM (not in CPQ)) | CRM dependency | N/A [CRM] | No | R62 | Must | P2 | Discounting | Discount approval workflow configuration (both internal and from portal) |
| Yes | | Yes | Yes | R63 | Must | P2 | Discounting | Discount max levels associated to user groups (eg. VPs, Directors, Sellers) and specific users |
| This is a function of CRM, not CPC | CRM functionality | N/A [CRM] | No | R64 | Should | P2 | Discounting | One click discount approval |
| API Based Integration = We provide APIs for Catalog, Configurator, Quote and Design Environment | | Built-in | Yes | R65 | Must | P2 | Integration | API (eg. REST-based) for Login, Configuration & Rules & User Management, Product Data Management and more |
| D365 Portal Integration = We're using the CRM Quote entity so it naturally integrates with the D365 Portals. It'll require some project work to create a dedicated Web Page Template to embed the CPQ quoting UX | CRM/Integration dependency | No | No | R66 | Should | P2 | Integration | D365 OOTB Portal integration |
| | | No | No | R67 | Must | P2 | Integration | Synch of all CPQ-related activities (eg. quote generation or issuance) with D365 CRM Activities timelin |
| Yes | | Yes [except only 1 template in current scope] | Yes | R68 | Must | P2 | Proposals | Assignment of proposal templates for specific products, bundles, regions, or other criteria |
| Q1 2020 Roadmap | The attachment of data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the proposal will be handled by PROS | No | No | R69 | Should | P2 | Proposals | Automated appending of supporting documents to proposals (eg. datasheets, brochures, design documents) |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | The attachment of T&C data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the proposal will be handled by | | | | | | | |
| Yes | PROS | Yes | Yes | R70 | Should | P2 | Proposals | Automatic assignment of pre-defined terms and conditions to quotes by product, specific SKUs, region, or other criteria as needed |
| Yes, entire folders can be duplicated within a quote | | Built-in | Yes | R71 | Should | P2 | Quoting | Copy sections of quotes (e.g. site 1 and site 2 are almost identical, want to copy to reduce labor |
| Configuration exists | | No | No | R72 | Must | P2 | Quoting | Guided Selling > Ability to ask user questions (eg. # of facilities, # of devices, etc.) to then propose products, bundlers, & SKU |
| Configuration exists, but need clarity on exact expectation (filtering by industry/region, or multiple different GS workflows?) | | No | No | R73 | Must | P2 | Quoting | Guided Selling > Configurable guided selling by product, industry, region, and more |
| Offline = We support offline access via the D365 Mobile Application Note: Quotes will be read mostly, any changes to products and pricing will require connectivity. Note 2: off-line access needs to be configured by the D365 administrator. | | No | No | R74 | Should | P3 | Quoting | Offline mode with write back to CRM |
| Yes, BUT via Excel export and reimport (Excel "templates" would be stored offline) | | Built-in | Yes | R75 | Should | P2 | Quoting | Quoting templates (for types of system that come up a lot) |
| Yes but not advisable (SKUs can be organized into multiple collections, including a collection of all SKUs without hierach, but expect bad performance) | | Built-in | Yes | R76 | Must | P2 | Quoting | Same-page, dynamic quote summary as seller or channel user builds a quote |
| By default, this would be via cloning an existing quote and updatin | | Yes | Yes | R77 | Should | P2 | RMR | Is there a contract renewal capability (is this simply reading from license, loading into quote, and setting the new dates) |
| Yes | | Built-in | Yes | R78 | Must | P2 | Security | Inheritance of access rights & privileges from Account information (eg. CRM |
| Customer can manage their own "rich media" in the catalog | The attachment of data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the proposal will be handled by PROS | No [Built-in, but customer responsibility] | No | R79 | Could | P2 | UX | Visualization of product and SKU-related assets (brochures, datasheets) during quoting |
| Customer can manage their own "rich media" in the catalog | The attachment of data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the proposal will be handled by PROS | No [Built-in, but customer responsibility] | No | R80 | Could | P2 | UX | Visualization of product and specific SKUs during quote creation (eg. images) |

# EXHIBIT 3

| PROS Comments | CRM or CPQ | Included in current SOW | In Scope | Requirement | MoSCoW | Phase | Category | Criteria/Requirement |
|---|---|---|---|---|---|---|---|---|
| Yes via D365's managed solution and Smart CPQ versioning | | Built-in | Yes | R21 | | P1 | ALM | Source control, packaging and deployment |
| Yes but not advisable (usually in ERP) | | Built-in | Yes | R22 | Must | P1 | Catalogue | CPQ can be used as the product master catalogue iso ERP or PIM |
| Yes, catalog is exportable from CPQ into a predefined Excel Content File | | Built-in | Yes | R23 | Should | P1 | Catalogue | Export of product catalogue (pricing, data, description) to a file (eg. XLS or |
| Yes, catalog is importalbe into CPQ via predfined Excel Content File | | Built-in | Yes | R24 | Should | P1 | Catalogue | Import of product SKUs, pricing, description from a file (eg. XLS, CSV) |
| Yes, but need to know exact expectations (toggle between currencies in a single? Display multiple currencies in a single | | Yes | Yes | R25 | Must | P1 | Catalogue | Multi-currency support |
| Yes, limited only by lookup capabilities [my assumption is that with Perf Quoting, we can use Control's full lookup | | Yes | Yes | R26 | ? | P1 | Catalogue | Price List and Pricing Models (static, dynamic, region-specific, industry-specific, account-specific, centeral vs. |
| Import is via customer push not via schedule | | N/A [Customer] | No | R27 | Must (but no | P1 | Catalogue | Scheduled import of product data, pricing and information from a file |
| Need to check what we put In the subscription - 100,000 visit-based licensing; a visit is defined as user opening a quote, viewing it or modifying it, and | | N/A [License Agreement] | N/A | R28 | Must | P1 | CPP | Concurrent portal licenses |
| This is a function of CRM, not CPQ | CRM dependency | N/A [CRM] | No, Genetec is responsible for CRM work | R29 | Must | P1 | CPP | Project registration request (project = opportunity), special pricing request |
| Yes | | Yes | Yes | R30 | Must | P1 | Discounting | Ability to change both price and discount on specific item, category, section or entire quote? |
| Yes; we can trigger approval workflows including indicating that quote should be auto-approved, but customer owns actual approval workflows within CRM (not in CPQ)) | CRM dependency | Yes [triggers are in scope] | Yes, but Genetec is responsible for CRM work | R31 | Must | P1 | Discounting | Workflow management incl. automated triggering of discount approvals |
| CPQ will be hosted on Azure under PROS control; customer's CDM will not be | | N/A for SOW | Yes | R32 | Must | P1 | Infrastructure | Fully hosted solution with option to be hosted on CPQ vendor's servers |
| No; CPQ will only ever be hosted on Azure under PROS control , never on customer's | | N/A for SOW | No | R33 | Should | P1 | Infrastructure | Fully hosted solution with option to be hosted on Genetec's servers |
| Yes [assuming D365 Sales = D365 CRM] | | Built-in | Yes | R34 | Should | P1 | Integration | OOTB Integration to D365 Sales |

| PROS Comments | CRM or CPQ | Included in current SOW | In Scope | Requirement | MoSCoW | Phase | Category | Criteria/Requirement |
|---|---|---|---|---|---|---|---|---|
| Yes | | 1 template in current scope | Yes | R35 | Must | P1 | Proposals | Automated creation of proposals based on pre-defined templates (text, images, quotes, etc.) (Document generation) |
| Yes but C4S not in scope | | No | No | R36 | Must | P1 | Quoting | Ability to create calculators within the |
| Yes | | Yes | Yes | R37 | Must | P1 | Quoting | Ability to push quoted Part # to CRM |
| Yes | | Yes | Yes | R38 | Must | P1 | Quoting | Creation of BOMs that exclude pricing (hide pricing for components of bundle) |
| Yes | | Yes | Yes | R39 | Must | P1 | Quoting | Manual selection of products & SKUs to upsell by product, feature, region, or other criteria |
| This is a built-in capability of D365 (not | | Built-in | Yes | R40 | Should | P1 | Quoting | Quote cloning (eg. copy-paste-create |
| Yes | | Built-in | Yes | R41 | Must | P1 | Quoting | Quote creation & management embedded within the CRM app (eg. not a separate pop-up dialog or portal) |
| Yes (Assuming product's summary boxes satisify this) | | Yes | Yes | R42 | Must | P1 | Quoting | Quote header with dashboard (Gross margin, HW vs SW, Overall discount, etc) |
| This is a function of CRM, not CPQ | CRM functionality | N/A [CRM] | No | R43 | Should | P1 | Quoting | Reports on quotes created by user |
| Yes | | Yes | Yes | R44 | Must | P1 | Quoting | Support for unified quotes (eg. multiple products, perpetual and SaaS licensing models, servers, hardware & software) |
| Yes via Smart CPQ Desinger Export file | | Built-in | Yes | R45 | Should | P1 | Reporting | Export of configured rules to a file by product and SKU |
| Configuration exists | | No | No | R46 | Must | P1 | RMR | Appropriate handling of subscription revenue items on quote. |
| Yes | | Built-in | Yes | R47 | Must | P1 | Security | Ability to set access to products, bundles, SKUs based on user group, user, role, region, or other criteria |
| This is a function of CRM, not CPQ | CRM functionality | N/A [CRM] | No | R48 | Must | P1 | Security | Customization of user access rights & privileges, in addition to inherited rights, with the most restrictive rights prevailing |
| This is a function of CRM, not CPQ | CRM functionality | N/A [CRM] | No | R49 | Must | P1 | Security | Detailed privileges per user group and user defining what they can see and do |
| This is a function of CRM, not CPQ | CRM functionality | N/A [CRM] | No | R50 | Must | P1 | Security | Inheritance of access rights & privileges based on a hierarchy (User Groups to Users) |
| This is a function of CRM, not CPQ | CRM functionality | N/A [CRM] | No | R51 | Must | P1 | Security | Roles-based access control & privileges for internal users (Genetec) and external users (channel/dealers, end users) |

| PROS Comments | CRM or CPQ | Included in current SOW | In Scope | Requirement | MoSCoW | Phase | Category | Criteria/Requirement |
|---|---|---|---|---|---|---|---|---|
| Yes, subscription includes product support | | N/A [Included in Subscription] | Yes | R52 | Must | P1 | Support | Basic tech support included |
| Yes via Smart CPQ Designer, BUT questionable whether they will consider this sufficiently business-user-friendly | | Built-in | Yes | R53 | Must | P1 | UX | Parts manager or Admin tool (eg. product/pricing admin tool) that can be managed by business user |
| Yes assuming this means quote header | | Yes | Yes | R54 | Must | P1 | UX | Visualization of quote summaries |
| Configuration exists via workflow | | No | No | R55 | Must | P2 | Catalogue | Bundle & kit > A bundle or base package can include both priced items and free items (eg. first 10 devices are free) |
| Yes; bundles are linked skus, with no systematically enforced differentiation between types of SKUs | | Yes | Yes | R56 | Must | P2 | Catalogue | Bundle & kit > Mixed bundles that include hardware, software, SaaS, perpetual, servers) |
| Yes; bundles defined by associating skus in the catalog via "breakdown" product links | | Yes | Yes | R57 | Must | P2 | Catalogue | Bundle & Kit creation and management based on existing products & SKUs in the catalogue |
| Yes; business properties can be defined and varied across "collections" of SKUs | | Yes | Yes | R58 | Must | P2 | Catalogue | Constraint-based rules by product, feature, or SKU such as minimum and maximum quantities, SMA mandatory |
| Configuration exists via workflow | | No | No | R59 | Must | P2 | Catalogue | Constraint-based rules related to quantities (sold in units of 10 or 100) |
| Yes; can be effected either via catalog structure or business properties | | Yes | Yes | R60 | Must | P2 | Catalogue | Different parts list by region or SI (e.g. if not certified on LPR, LPR items should not appear) |
| Yes; catalog can be organized into collections and sub-collections | | Built-in | Yes | R61 | Must | P2 | Catalogue | Hierarchical view & management of catalog by top-level product, sub-products, sub-SKUs and features |
| Customer owns actual approval workflows within CDM (not in CPQ)) | CRM dependency | N/A [CRM] | No | R62 | Must | P2 | Discounting | Discount approval workflow configuration (both internal and from |
| Yes | | Yes | Yes | R63 | Must | P2 | Discounting | Discount max levels associated to user groups (eg. VPs, Directors, Sellers) and specific users. |
| This is a function of CRM, not CPQ | CRM functionality | N/A [CRM] | No | R64 | Should | P2 | Discounting | One click discount approval |
| API Based Integration = We provide APIs for Catalog, Configurator, Quote and Design Environment | | Built-in | Yes | R65 | Must | P2 | Integration | API (eg. REST-based) for Login, Configuration & Rules & User Management, Product Data Management and more |

| PROS Comments | CRM or CPQ | Included in current SOW | In Scope | Requirement | MoSCoW | Phase | Category | Criteria/Requirement |
|---|---|---|---|---|---|---|---|---|
| D365 Portal Integration = We're using the CRM Quote entity so it naturally integrates with the D365 Portals. It'll require some project work to create a | CRM/Integration dependency | No | No | R66 | Should | P2 | Integration | D365 OOTB Portal integration |
| | | No | No | R67 | Must | P2 | Integration | Synch of all CPQ-related activities (eg. quote generation or issuance) with D365 CRM Activities timeline |
| Yes | | Yes [except only 1 template in current scope] | Yes | R68 | Must | P2 | Proposals | Assignment of proposal templates for specific products, bundles, regions, or other criteria |
| Q1 2020 Roadmap | The attachment of data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the | No | No | R69 | Should | P2 | Proposals | Automated appending of supporting documents to proposals (eg. datasheets, brochures, design documents) |
| Yes | The attachment of T&C data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the proposal will be | Yes | Yes | R70 | Should | P2 | Proposals | Automatic assignment of pre-defined terms and conditions to quotes by product, specific SKUs, region, or other criteria as needed |
| Yes; entire folders can be duplicated within a quote | | Built-in | Yes | R71 | Should | P2 | Quoting | Copy sections of quotes (e.g. site 1 and site 2 are almost identical, want to copy to reduce labour) |
| Configuration exists | | No | No | R72 | Must | P2 | Quoting | Guided Selling > Ability to ask user questions (eg. # of facilities, # of devices, etc.) to then propose products, bundlers, & SKUs |
| Configuration exists, but need clarity on exact expectation (filtering by industry/region, or multiple different GS | | No | No | R73 | Must | P2 | Quoting | Guided Selling > Configurable guided selling by product, industry, region, and more |

| PROS Comments | CRM or CPQ | Included in current SOW | In Scope | Requirement | MoSCoW | Phase | Category | Criteria/Requirement |
|---|---|---|---|---|---|---|---|---|
| Offline = We support offline access via the D365 Mobile Application. Note: Quotes will be read mostly, any changes to products and pricing will require connectivity. Note 2: off-line access needs | | No | No | R74 | Should | P2 | Quoting | Offline mode with write back to CRM |
| Yes, BUT via Excel export and reimport (Excel "templates" would be stored | | Built-in | Yes | R75 | Should | P2 | Quoting | Quoting templates (for types of system that come up a lot) |
| Yes but not advisable (SKUs can be organized into multiple collections, including a collection of all SKUs without | | Built-in | Yes | R76 | Must | P2 | Quoting | Same-page, dynamic quote summary as seller or channel user builds a quote |
| By default, this would be via cloning an existing quote and updating | | Yes | Yes | R77 | Should | P2 | RMR | Is there a contract renewal capability (is this simply reading from license, loading into quote, and setting the new dates?) |
| Yes | | Built-in | Yes | R78 | Must | P2 | Security | Inheritance of access rights & privileges from Account information (eg. CRM) |
| Customer can manage their own "rich media" in the catalog | The attachment of data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the | No [Built-in, but customer responsibility] | No | R79 | Could | P2 | UX | Visualization of product and SKU-related assets (brochures, datasheets) during quoting |
| Customer can manage their own "rich media" in the catalog | The attachment of data to catalog items is the responsibilty of Genetec, however, the logic that integrates this into the | No [Built-in, but customer responsibility] | No | R80 | Could | P2 | UX | Visualization of product and specific SKUs during quote creation (eg. images) |

# EXHIBIT 4

## SUBSCRIPTION AND SERVICES AGREEMENT

This Subscription and Services Agreement is dated for the reference purpose as of September 27, 2019 (the "Effective Date") by and between PROS, Inc., a Delaware corporation, with a principal place of business at 3200 Kirby Drive, Suite 600, Houston, Texas 77098 United States of America ("PROS", "we", "us" or "our"), and Genesco Inc., a Canadian corporation, with a principal place of business at 5400 Decarie Boulevard, Montreal, QC, H3W 3C3, Canada ("Genesco"). each referred to herein as a "Party" and collectively as the "Parties". In consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, PROS and Genesco agree as follows:

### 1. SUBSCRIPTION.

1.1 Subscription. Subject to the terms and conditions of this Agreement, PROS grants to Genesco and its Users a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Application during the Subscription Term, in accordance with the Service Description and Documentation, solely for Genesco's internal business purposes. Genesco's Users may access and use the Application through the permitted number of Named Users. Upon full execution of any such Orders, (a) the Application will be deemed delivered to Genesco and (b) all references to Genesco and "Users" hereunder will be deemed to also refer to Genesco Affiliates.

1.2 Hosting Services and Support. During the Subscription Term, PROS will host and make available to Genesco the Application as set forth in each Order and, subject to the terms and conditions set forth in this Agreement, including the terms of the Service Level Agreement, PROS will provide the Application in accordance with the Monthly Uptime Percentage and Support Commitment set forth in the Service Level Agreement attached as Exhibit B to this Agreement.

1.3 General Restrictions. Genesco is responsible for the full compliance of each Genesco Affiliate and each Genesco Data Center Application by their personnel and Users. Genesco will not (a) use the Application for the benefit of anyone except Genesco and its Users or as permitted in this Agreement, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Application, or include the Application in a service bureau or outsourcing offering, (c) use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of the Application or third-party data contained therein, (e) attempt to gain unauthorized access to the Application or its related systems or networks, (f) permit direct access to or use of the Application by anyone other than Genesco's Users, (g) copy the Application or any part, feature, function or user interface thereof, (h) copy any content contained in the Application for the benefit of any third party, (i) access the Application in order to build a competitive product or service, (j) reverse engineer the Application, (k) use any Application Program Interface in a manner that exceeds the scope of use permitted under Section 1.4, or (l) use the Application to violate any law, regulation or third-party right. Genesco will be responsible for its Users' use of the Application and will cooperate with PROS to prevent unauthorized access to or use of the Application. Genesco will promptly notify PROS of any unauthorized access or use of which it becomes aware. Genesco will use the Application only in accordance with the applicable Documentation and all applicable laws and regulations. Genesco will not use the Application in any manner or for any purpose that may interfere with the proper working of the Application or the PROS Cloud Service or may adversely affect the availability of the Application to PROS' other customers. Genesco will not attempt to gain unauthorized access to the Application or its related systems or networks. Genesco will not use the Application to provide services to third parties. Genesco will comply with all applicable laws in connection with its use of the Application, including those laws related to data privacy, international communications and the transmission of technical or personal data. Genesco acknowledges that PROS exercises no control over the content of the information transmitted by Genesco or its Users through the Application. Genesco will not upload to the Application any content that is unlawful or infringes any person's or entity's intellectual property rights. Genesco will use reasonable efforts to enforce the terms of its User access rights to the Application and will promptly notify PROS of any unauthorized use of, or access to, the Application of which it becomes aware. If Genesco becomes aware of any violation of this Agreement by a User, Genesco will immediately suspend access to the Application by such User. PROS may suspend access to the Application by any User who violates any provision of this Agreement, if PROS reasonably determines that (a) suspension is necessary to avoid material harm to PROS or its other customers or the security or availability of the Application, including in connection with a denial of service attack or similar hacking activity directed at the Application, (b) any Application component is interacting with Genesco's systems in a manner that may cause PROS systems or other customers' data to be compromised or harmed, (c) Genesco is using the Application for fraudulent or illegal activities, (d) PROS is required to do so by law or by a regulatory or government body, or requested to do so by law enforcement in connection with such violation, or (e) PROS reasonably believes that Genesco's use of the Application is subject to an actual or pending claim or lawsuit. PROS will promptly notify Genesco of any such suspension and will cooperate with Genesco to promptly restore Genesco's access to the Application once PROS reasonably believes that the circumstances giving rise to the suspension have been resolved. Nothing in this Section 1.3 will limit PROS' rights under Section 9.2 or elsewhere in this Agreement.

1.4 Application Programming Interfaces. Genesco will not access, and will not permit any User or third party to access, the Application through any application programming interface ("API") except as expressly permitted by PROS in writing. Genesco will not use any API in any manner that would: (a) create, or incorporate any code from, any derivative work of any PROS API; (b) create, use or interact with any unapproved API; (c) circumvent any boundary conditions or usage limits set by PROS; or (d) violate any applicable law or regulation. Genesco will not use any API to export any PROS Confidential Information or Genesco Data to a location outside the boundaries of the PROS Cloud Service. Genesco will not use any API to access any PROS software or service that is not generally available to Genesco as a hosted service under this Agreement, even if Genesco is otherwise authorized to access such software or service.

1.5 Reservation of Rights. In granting the Subscription Term, PROS will have the right to obtain expenses, or monitor the use of the Application for purposes of investigating any security issue, and Genesco will cooperate by providing reasonable assistance to PROS to access the Service. Any data collected or stored by PROS for such purpose ("Monitor Data") shall be owned by PROS and shall be considered PROS Confidential Information.

1.6 Security. During the Subscription Term, PROS covenants that it will not take any (a) security measure designed to prevent or restrict access to, and (b) time-based or other disabling device or code that would prevent access to, the Application and the Service Data stored therein (such security measures and restrictions, the "Security Feature"), except that PROS may implement Security Features that are consistent with the Documentation (or that are consistent with commercially reasonable practices for applications certified under SOC 2 Type 2 and ISO 27001 or similar standard) and may suspend access to the Application as permitted by this Agreement. PROS will provide Genesco with the then-current SOC 2 Type 2 and ISO 27001 or similar certifications (or reports thereunder) upon Genesco's written request at most once per calendar year. PROS shall notify Genesco in writing promptly (and in any event within 24 hours) of any PROS Security Feature that could materially and adversely impact the availability of the Application to the extent it is not addressed by the Service Level Agreement.

1.7 Suspension of Access. PROS may, on reasonable prior written notice, suspend access to the Application as provided in the Service Level Agreement or if (a) PROS reasonably believes that the Application is being used in violation of this Agreement by Genesco or its Users and Genesco has not remedied the violation within a reasonable time after receiving notice thereof, (b) any payment due hereunder is more than [30] days overdue and PROS has provided Genesco with at least [10] days' prior written notice that its account is overdue, or (c) PROS is required to do so by law or by a regulatory or government body or requested to do so by law enforcement in connection with such violation. PROS will promptly restore Genesco's access to the Application following the resolution of the event giving rise to the suspension. PROS will have no liability for any damage, liabilities, losses or any other consequences that Genesco may incur as a result of PROS' suspension of the Application in accordance with this Section 1.7. This Section 1.7 does not limit PROS' other rights or remedies available to PROS under Section 9.2 or otherwise at law or in equity.

1.8 Third Party Services. Genesco may from time to time purchase or obtain third party products or services that interoperate with the Application ("Third Party Services"). Any acquisition by Genesco of Third Party Services, and any exchange of data between Genesco and any Third Party Service, is solely between Genesco and the applicable Third Party Service provider. PROS does not warrant or support Third Party Services, whether or not they are designated by PROS as "certified" or otherwise, unless expressly provided for in an Order. If Genesco installs or enables a Third Party Service for use with the Application, Genesco acknowledges that PROS may allow the Third Party Service provider to access Genesco Data as required for the interoperation of such Third Party Service with the Application. PROS shall not be responsible for any disclosure, modification or deletion of Genesco Data resulting from access by such Third Party Service or its provider. The Application may contain features designed to interoperate with Third Party Services. To use such features, Genesco may be required to obtain access to such Third Party Services from their providers, and may be required to grant PROS access to Genesco's account(s) on such Third Party Services. If the Third Party Service provider ceases to make the Third Party Service available for interoperation with the Application on reasonable terms, PROS may cease providing such Third Party Service without entitling Genesco to any refund, credit, or other compensation.

1.9 Audit. Genesco acknowledges that PROS' then-current SOC 2 Type 2 report (or a comparable report) and ISO 27001 certification (or a comparable certification) are subject to annual audit. Upon Genesco's written request, PROS will provide Genesco with a copy of PROS' then-current SOC 2 Type 2 report (or a comparable report) and ISO 27001 certification (or a comparable certification), which reports and certifications will constitute PROS Confidential Information under the terms of this Agreement. PROS will timely and diligently complete Genesco's information security questionnaire in connection with each renewal Subscription Term, subject to Genesco's reasonable confidentiality procedures. Genesco may audit PROS' compliance with its obligations under this Agreement up to once per year. In addition, Genesco may conduct an audit within 30 days following any Security Breach suffered by PROS. Any audit must be conducted during regular business hours, subject to PROS' reasonable safety and confidentiality requirements, and may not unreasonably interfere with PROS' business activities. Genesco will provide PROS any audit reports generated in connection with any audit under this Section 1.9, unless prohibited by law. Genesco may use the audit reports only for the purposes of meeting its audit requirements under applicable data protection laws and/or confirming compliance with the requirements of this Agreement. Any audits are at Genesco's expense. Genesco will promptly notify PROS of any non-compliance discovered during an audit. Genesco may request audits of PROS' disaster recovery and backup procedures no more than once per year, but PROS is not obligated to provide access to its systems or facilities for such audits.

reasonable prior written request from Genetec, which shall not be given more than once every 12 calendar months, allow Genetec internal and/or external auditors who are reasonably acceptable to PROS to access PROS' premises during business hours, subject to appropriate confidentiality measures and policies generally applicable to a person's access to PROS' premises, to validate PROS' compliance with PROS' privacy obligations set out in this Agreement and to audit accounting records to verify the accuracy in the invoicing of Professional Services billed on a time and materials basis. If such audit uncovers an undisputed overcharge of fees and/or a material breach of PROS' obligations, PROS will (i) reimburse Genetec for the cost of performing the audit; (ii) reimburse Genetec for such overcharge; and (iii) promptly correct such identified material breach. In the event PROS' then-current SOC 2 audit report, ISO 27001 Certification or other comparable industry-standard successor report or certification are not renewed, PROS will reasonably cooperate with security assessment activities that Genetec may undertake from time to time in connection with PROS' performance under this Agreement, and will address in a timely manner security issues that are uncovered in such assessments.

1.9 Background Checks.

(A) For the purpose of this section, "***Background Check***" shall mean a background investigation performed on PROS employees (together "**PROS personnel**") within the limits permitted under the applicable law by a reputable investigative agency that conducts background checks utilizing database checking, field checking, and interviews as needed. Such Background Check shall include:

i) A verification of the criminal history that will consist of a federal and state or provincial check for felony criminal convictions (or the equivalent thereof under applicable law) in all locations where the assigned PROS personnel has resided, has been employed, or has attended school in the immediately preceding seven (7) years. This criminal history check shall include, to the extent available and permitted by applicable law, a check for outstanding warrants and a check for pending felony charges in all such locations. Statewide county searches shall be performed in all states where such search mechanism is available without requiring specialized data (such as fingerprints or DNA), and the National Criminal File database shall also be searched.

ii) A verification of the PROS personnel against the National/State Sex Offender Registry (http://www.familywatchdog.us/ with no state selected) or the equivalent, to yield a national and all-states search.

iii) A verification of the highest college diploma, degree or certificate earned.

iv) A verification of the employment history for the two (2) most recent employers for the previous five (5) years of employment and military service, or less if the PROS personnel was a full-time student during that period.

v) A verification of the name to which PROS personnel's Social Security Number is attributed.

vi) A verification of the PROS personnel's citizenship, most recent country of permanent residence, and legal right to work in the jurisdiction in which the PROS personnel will be performing services for Genetec.

(B) For any period of time encompassed in the foregoing Background Check requirement when PROS personnel were resident outside of the United States, the criminal convictions check shall include the equivalent, under relevant non-US law, of those convictions described in paragraph 7.3(A) above.

(C) PROS shall cause a Background Check to be completed on all assigned PROS personnel (i) who have access to Genetec Confidential Information, prior to such access; and (ii) who will perform support services or Professional Services. PROS shall certify to Genetec in writing, upon Genetec's written request, that it has met the Background Check requirements for all PROS personnel then assigned to provide services to Genetec. PROS will comply with all applicable laws in conducting the Background Check specified herein, including but not limited to securing from each assigned PROS personnel written consent to perform the Background Check specified herein and to confirm with Genetec that such PROS personnel passed the background check standards of PROS upon Genetec's written request. Without limitation of the foregoing, PROS will make all written disclosures to and obtain written consent from each PROS personnel to obtain consumer reports as defined in and required by the Fair Credit Reporting Act.

(D) PROS shall not assign PROS personnel to provide such services hereunder if such PROS personnel:

i) has been convicted of a felony (or the equivalent thereof under relevant law) within the last seven (7) years which PROS concludes the circumstances of which are directly job-related to the assignment at Genetec and therefore makes the PROS personnel unsuitable for that assignment at Genetec, or for whom a warrant is outstanding, or for whom a felony charge is currently pending when such charge makes him/her unsuitable for assignment at Genetec. The foregoing shall not apply to a minor traffic violation (a moving traffic violation other than, but only to the extent in each case such violation is a felony, reckless driving, hit and run, driving to endanger, vehicular homicide, driving while intoxicated or other criminal offense involving gross negligence, recklessness, intentional or willful misconduct while operating a motor vehicle), to a conviction that has been legally expunged; or

ii) is on the national or any state Sex Offender Registry which PROS concludes the circumstances of which are directly job-related to the assignment at Genetec and therefore makes the PROS personnel unsuitable for that assignment at Genetec; or

iii) does not have the legal right to work in the jurisdiction in which the PROS personnel will be performing services for Genetec; or

iv) the results of any Background Check, or PROS' actual knowledge, indicate that such PROS personnel may pose a threat to Genetec's property, employees, Users, and Confidential Information or such PROS personnel would be otherwise unsuitable for assignment, including any training for the services to be provided to Genetec.

(E) RESERVED.

(F) Where commercially reasonably feasible, PROS shall, in its contracts with all subcontractors in the provision of Professional Services to Genetec, require substantially similar obligations with respect to background checks.

1.10 Subcontractors. PROS will ensure that each subcontract used in the performance of its obligations hereunder is in writing and contains, at a minimum, provisions reasonably necessary to enable PROS to comply with its own obligations under this Agreement. The delegating or subcontracting of all or any part of PROS' obligations set out in this Agreement to any subcontractor will not relieve PROS from any obligation or liability under this Agreement and PROS will remain responsible for the performance of all or any part of its obligations set out in this Agreement to the same extent as if such obligations were performed by PROS. Any breach of this Agreement by any subcontractor will be deemed to be a breach of this Agreement by PROS. If PROS becomes aware of any Security Breach under a PROS subcontract, PROS will promptly notify Genetec in writing and provide Genetec with such information relating to such Security Breach as Genetec may reasonably request.

**2. FEES.**

2.1 Fees. Genetec will pay all fees for the subscription to the Application and Professional Services as set forth herein or on the applicable Order(s) and/or SOW(s), except for those disputed in

good faith by Genetec which shall become payable solely after the resolution of such dispute by the Parties. Payment obligations are irrevocable and non-cancellable, and any fees paid are non-refundable, except as set forth in Sections 5.4 and 8.3.

2.2 Invoices. PROS will invoice Genetec for Application subscription fees for the first year of the Subscription Term on or after the effective date(s) indicated in the relevant Order, and for any subsequent year of the Subscription Term, in advance of each such annual period on a date which will cause such fees to become due and payable the week prior to the commencement of such annual period. PROS will invoice Genetec for Professional Services fees as set forth in the applicable SOW. Invoices will be issued electronically to the 'invoicing contact' identified in the applicable Order or SOW.

2.3 Payment. Except for any invoiced amounts disputed in good faith by Genetec, invoices are payable upon receipt and are past due if not paid within sixty (60) days from the date of invoice. Genetec will pay any reasonable legal fees or other costs incurred by PROS to collect any such undisputed delinquent amounts. Genetec may not withhold (except as a result of a reasonable and good faith dispute of invoiced amounts communicated to PROS in writing prior to the due date) or offset fees due to PROS for any reason.

2.4 Taxes. Fees are exclusive of Taxes, and Genetec will be solely responsible for the payment of all such Taxes (other than Taxes computed on the basis of the net income of PROS). If any applicable law requires Genetec to withhold amounts from any payments to PROS hereunder, (i) Genetec will effect such withholding and remit such amounts, and (ii) the sum payable by Genetec upon which the deduction or withholding is based may be increased to the extent necessary to ensure that, after such deduction or withholding, PROS receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount PROS would have received and retained in the absence of such required deduction or withholding. Upon request, Genetec will provide PROS evidence that any withheld amounts have been remitted to the applicable governmental authority. If a resale certificate or other certificate or document of exemption is required in order to exempt the Application subscription from any tax liability, Genetec will furnish such certificate or document to PROS within thirty (30) days of the Effective Date. Genetec will promptly provide PROS with any changes in the status of such resale certificate.

## 3. PROFESSIONAL SERVICES.

3.1 Professional Services. During the Subscription Term, PROS will provide the Professional Services as described in an applicable SOW. PROS is not responsible for any delay in, or failure to provide the Professional Services, to the extent attributed to Genetec, to third parties retained by Genetec or to any other third party which is not PROS agents or contractors.

3.2 Expenses. Genetec will reimburse PROS for all reasonable travel and subsistence expenses computed at the rates specified in the applicable SOW for non-local travel, and airfare, meals and other out-of-pocket expenses, provided that PROS shall submit to Genetec for prior written approval an estimate of any such expenses (which estimate shall not be exceeded by more than five percent (5%) in the related invoice); provided that PROS shall not be required to travel for any Professional Services for which it does not receive such approval from Genetec. Genetec may agree that business class airfare is reasonable based on relevant circumstances, namely for all required single flights by PROS personnel that is over eight (8) hours.

3.3 Work Product. A SOW may identify any work product to be prepared as a result of the performance of the Professional Services ("***Work Product***"). All right, title and interest in and to any Work Product will remain in PROS. PROS grants Genetec a non-exclusive, non-sublicensable, non-transferable license to use, execute, reproduce, display, perform and distribute the Work Product, solely during the applicable Subscription Term and for Genetec's own internal business purposes. Genetec will reproduce the copyright notice and any other legend of ownership on any copies made under the license granted in this Section 3.3.

3.4 Purchase Orders. Where the Professional Services do not require the creation of Work Product, Genetec may purchase such Professional Services from PROS by issuing a purchase order that (i) references this Agreement, and (ii) is accepted by PROS (a "***Purchase Order***"). All accepted Purchase Orders will be deemed to be SOWs hereunder, any additional or conflicting terms or conditions contained in Purchase Orders will be disregarded, null and void, and the terms of the Agreement will govern all Purchase Orders.

3.5 Content. Each SOW or Work Order shall contain, at the minimum, and to the extent applicable to the relevant SOW or Work Order, the following information: (i) a description of in-scope work; (ii) [Reserved]; (iii) a timeline; (iv) a list of assumptions, dependencies and constraints; (v) the specific, key responsibilities of Genetec for clarification only; (vi) the name and contact information of each Party's point of contact for the SOW or Work Order (which may be changed subject to written notice); (vii) detailed Professional Services fees; and (viii) a reference to this Agreement. Any change to an SOW or Work Order will be handled through the PROS change control process set forth at: pros.com/changecontrol. Any additional work beyond the scope of an SOW or Work Order will be handled in a change order or additional SOW or Work Order, which will not be effective until signed by both Parties.

## 4. REPRESENTATIONS AND WARRANTIES.

4.1 Authorization; Execution; Compliance. Each Party hereby represents to the other that (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and (c) its execution, delivery and performance of this Agreement will not result in a breach of any material agreement or understanding to which it is a party. PROS convenants that it will comply with all applicable laws and regulations applicable to it as a SaaS provider in the jurisdictions in which it operates and covenants that it will take efforts to ensure that its employees, officers, directors, authorized agents and subcontractors shall comply with laws and regulations applicable to such persons in their official capacities in the performance of PROS obligations under this Agreement.

4.2 Application. PROS warrants that, throughout the Subscription Term, the Application will conform in all material respects to the specifications set forth in the Documentation. Genetec's sole and exclusive remedy under this warranty will be limited to PROS using commercially reasonable efforts to promptly correct any non-conformance and deploy a corrected version of the Application at issue under the subscription for the Application. If PROS is unable to correct such non-conformance, Genetec may terminate the applicable Order within the following two months, in accordance with Section 8.

4.3 Support and Professional Services. PROS warrants that all Professional Services will be performed in a professional manner using reasonable care and skill. If within one hundred twenty (120) days of the completion of any Professional Services, Genetec notifies PROS that Professional Services were not performed as warranted in this Section 4.3 and provides details regarding such deficiency, then PROS will re-perform deficient Professional Services at no charge to Genetec. Such re-performance will be Genetec's sole and exclusive remedy and PROS' sole obligation under this warranty. PROS covenants that (i) it will use adequate numbers of qualified personnel to perform its support and Professional Service obligations under this Agreement and the applicable SOW or Work Order; and (ii) all Professional Services will be performed in material conformance with the applicable SOW or Work Order. PROS personnel assigned to perform the Professional Services on-site at Genetec will at all times comply with Genetec's generally applicable security rules

and any Addenda and any other order governing access to Generate services.

4.4 Warranty Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES IN THIS SECTION 4 AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW, PROS MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. PROS DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SERVICES, (B) GENERATE'S USE OF THE SERVICES OR THE RESULTS OF USE OF THE SERVICES, OR (C) THE APPLICATION WILL BE TIMELY, ACCURATE, UNINTERRUPTED OR ERROR-FREE. THE SERVICES AND THE APPLICATION ARE PROVIDED "AS IS" AND NOT SUBJECT TO ANY WARRANTY OR OBLIGATION.

5. INDEMNIFICATION.

5.1 PROS Indemnification. PROS will defend, indemnify and hold Generate harmless from and against any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third party claim against Generate: (i) alleging that use of the Application as permitted hereunder infringes or misappropriates any intellectual property rights of any third party; (ii) resulting from any acts or omissions of PROS or any of its employees or agents in connection with the performance of Professional Services; or (iii) relating to any breach by PROS of its obligations under Section 3 (Confidentiality) or Section 6 (Limitation of Liability). Subject to Section 6 (Limitation of Liability), PROS shall pay all damages, costs, and expenses, including attorneys' fees and costs (whether or not litigation is commenced) finally awarded against Generate by a court of competent jurisdiction or agreed to in settlement by PROS and attributable to such claim.

5.2 Generate Indemnification. Generate will defend, indemnify and hold harmless PROS and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third party claim against PROS: (i) alleging that Generate Data infringes or misappropriates any intellectual property rights of any third party; (ii) resulting from any acts or omissions of Generate or any of its employees or agents in connection with the performance of Professional Services; or (iii) relating to any breach by Generate of its obligations under Section 3 (Confidentiality). Subject to Section 6 (Limitation of Liability), Generate shall pay all damages, costs, and expenses, including attorneys' fees and costs (whether or not litigation is commenced) finally awarded against PROS by a court of competent jurisdiction or agreed to in settlement by Generate and attributable to such claim.

5.3 Indemnification Procedures. The Party seeking indemnification pursuant to Section 5 (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") in writing of any claim for which such Party seeks indemnification pursuant to this Section 5; provided, however, that failure to give such notification shall not affect the indemnification obligations of the Indemnifying Party hereunder except and only to the extent that the Indemnifying Party is actually and materially prejudiced by reason of such failure. The Indemnified Party shall: (a) cooperate with the Indemnifying Party in the defense of such claim; (b) grant the Indemnifying Party sole control of the defense and settlement of the claim; and (c) not make any admission or take any action that is prejudicial to the defense or settlement of the claim. The Indemnifying Party shall not enter into any settlement of a claim that imposes any obligation or liability on the Indemnified Party without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld.

5.4 Remedies. Should the Application become the subject of a claim of infringement or misappropriation of any third party's intellectual property rights, PROS may, at its option and sole cost and expense: (a) procure for Generate the right to continue using the Application; (b) replace or modify the Application so that it is non-infringing and substantially equivalent in function to the infringing Application; or (c) provide Generate with a pro-rata refund of any fees paid by Generate for the Application for the remainder of the Subscription Term. This Section 5.4 states PROS' entire liability and Generate's exclusive remedy with respect to any claim of infringement or misappropriation of intellectual property rights.

5.5 Exceptions. PROS will have no liability for any claim based on: (a) use of the Application in violation of this Agreement or applicable law; (b) use of the Application after PROS notifies Generate to discontinue such use; (c) Generate Data; (d) any modification to the Application by anyone other than PROS or its authorized agents; (e) Generate's combination of the Application with any third party software, hardware, data or other materials; or (f) use of the Application other than in accordance with the Documentation.

5.6 Sole and Exclusive Liability. THIS SECTION 5 STATES PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS DESCRIBED IN THIS SECTION 5.

6. LIMITATION OF LIABILITY.

6.1 Exclusions. EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 (EXCEPT PROS' OBLIGATIONS UNDER SECTION 5.1(III)), OR BREACHES OF SECTIONS (C), (D), (E), (V), (VI), OR (IX) OF SECTION 1.4, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT, FOR ANY LOSS OF PROFIT, COST OF COVER, INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. THE LIMITATIONS SET FORTH IN THIS SECTION 6.1 WILL NOT APPLY TO DAMAGES CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY (WHERE WILLFUL MISCONDUCT IS CONSTRUED TO MEAN CONDUCT AUTHORIZED, FORMALLY OR INFORMALLY BY MANAGEMENT, MANAGEMENT, AND GROSS NEGLIGENCE, A CONDITION AND MANNER DESIGNED OR LIKELY TO BE REASONABLE BUT (AND NOT MERELY A FAILURE TO EXERCISE REASONABLE CARE), WHICH IS LIKELY TO CAUSE REASONABLY FORESEEABLE INJURY OR HARM TO PERSONS, PROPERTY, OR WORK).

6.2 Liability Limit. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO (A) THE FEES PAID OR PAYABLE TO PROS UNDER THE APPLICABLE ORDER OR SOW, IN EFFECT AT THE TIME WHEN LIABILITY ARISES, DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY AND (B) THE GREATER OF THREE (3X) TIMES THE AMOUNT REFERENCED IN SUBSECTION 6.2(A) OR US$1,000,000 WITH RESPECT TO PROS' INDEMNIFICATION OBLIGATION IN SECTION 5.1(III), BREACHES OF SECTION 7.2, SECTION 7.3, OR A SECURITY BREACH WHICH OCCURS AS A RESULT OF PROS' BREACH OF SECTION 1.6. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. THE EXCLUSIONS SET FORTH IN THIS SECTION 6.2 WILL NOT APPLY TO DAMAGES CAUSED BY (A) THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 (EXCEPT PROS' OBLIGATIONS UNDER SECTION 5.1(III)); (B) GENERATE'S PAYMENT OBLIGATIONS; (C) BREACHES OF CLAUSES (C), (D), (E), (V), (VI), OR (IX) OF SECTION 1.4; AND (D) THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY, WHERE WILLFUL MISCONDUCT IS CONSTRUED TO MEAN CONDUCT AUTHORIZED, CONDONED OR RATIFIED BY MANAGEMENT, AND GROSS NEGLIGENCE, A CONSCIOUS AND BLATANT DISREGARD OF THE NEED TO USE REASONABLE CARE (AND NOT MERELY A FAILURE TO EXERCISE



CONFIDENTIAL

**REASONABLE CARE) WHICH IS LIKELY TO CAUSE FORESEEABLE GRAVE INJURY OR HARM TO PERSONS, PROPERTY, OR BOTH.**

## 7. PROPRIETARY INFORMATION.

7.1 Intellectual Property. Genetec retains all right, title and interest in and to all Genetec Data. Genetec grants PROS a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to (i) aggregate Genetec Data during the Subscription Term with other data to create Anonymous Aggregated Data; and (ii) use, modify, distribute, and create derivative works of Anonymous Aggregated Data. PROS will only utilize Anonymous Aggregated Data to operate and improve PROS business, products and services. PROS retains all right, title, interest and intellectual property and proprietary rights in and to the Application, Operational Data, Documentation and Professional Services, including all copies and derivative works thereof (by whomever produced), any and all suggestions, recommendations, enhancement requests, or other feedback provided by Genetec in connection with this Agreement; provided that such right, title, interest and intellectual property and proprietary rights of PROS do not extend to Genetec Data, and Genetec retains ownership to all Genetec Data embodied therein. Genetec will not acquire any rights therein by implication, estoppel or otherwise.

7.2 Confidentiality.

(A) Receiving Party will use Confidential Information solely in performance of this Agreement, and will not disclose any Confidential Information other than as permitted or required for discharging its obligations under this Agreement, except with Disclosing Party's prior written permission. Receiving Party will protect the confidentiality of Confidential Information by exercising the same degree of care with which it protects its own information of a similar nature, but no less than a reasonable degree of care, and will limit the use of, and access to, Confidential Information to those individuals whose use or access is necessary in order to perform under this Agreement and who have entered into a written confidentiality and non-disclosure agreement or are bound by professional obligations of confidentiality with terms covering the protection of Confidential Information that are substantially similar to those set out in this Section 7.2.

(B) Confidential Information will not be deemed proprietary or confidential, and Receiving Party will have no obligation with respect to such information, where the information: (i) was known to Receiving Party prior to receiving any Confidential Information from Disclosing Party as evidenced by written documentation; (ii) is or becomes publicly known through no wrongful act or omission of Receiving Party; or (iii) was received by Receiving Party without breach of this Agreement from a third party without restriction as to the use and disclosure of the information. Receiving Party may also disclose Confidential Information if, in the opinion of Receiving Party's counsel, disclosure is required by governmental order, decree, regulation, or rule; provided, however, that Receiving Party will provide prompt written notice of any such obligation to the extent not prohibited by such governmental order, decree, regulation, or rule, and reasonable assistance to Disclosing Party prior to disclosure of any Confidential Information to allow Disclosing Party to seek an appropriate protective order or other equitable relief.

(C) Upon request by Genetec made within thirty days after the effective date of termination of this Agreement or expiration of any Subscription Term, or at any time during the Subscription Term upon written request from Genetec (not to be exercised more than three times during any 12-month period), PROS will make available to Genetec for download a file of Genetec Data in well accepted industry standard formats (ascii, xml, database backups) that are readily available to Genetec. After such 60-day period, PROS will have no obligation to maintain or provide any Genetec Data and will thereafter (unless legally prohibited) delete all Genetec Data in its systems or otherwise in its possession or under its control.

(D) Notwithstanding anything to the contrary in this Agreement relating to the return of Confidential Information, Receiving Party shall be entitled to retain (i) one secure copy for legal archival purposes to evidence its compliance with the terms of this Agreement and (ii) copies of electronically exchanged Confidential Information held in backup systems in accordance with its routine information technology backup process; provided that, in each case, such retained Confidential Information remains subject to the confidentiality obligations set forth herein.

7.3 Personal Data. All Personal Data that PROS receives, collects or otherwise processes as part of its obligations under this Agreement shall be treated by PROS in accordance with its Privacy Notice located at: pros.com/saas/privacy-notice/, any Data Processing Addendum entered into by the Parties and the privacy and data protection laws applicable to PROS. PROS shall only process such Personal Data to the extent necessary to fulfill its obligations under this Agreement or as permitted under this Agreement.

## 8. TERMINATION.

8.1 Termination. An Order or SOW issued hereunder will terminate if either Party (i) fails to perform any of its material obligations thereunder and (ii) fails to cure such breach within thirty (30) days after written notice from the non-breaching Party (or if such breach cannot be corrected through the exercise of reasonable diligence within such thirty (30)-day period, if the breaching Party does not commence to correct such failure within such thirty (30)-day period and thereafter diligently prosecute same to completion). Such written notice shall specify in detail the alleged material breach. For the avoidance of doubt, any Order or SOW issued hereunder and not terminated pursuant to this Section 8.1 shall remain in full force and shall continue for the term stated therein (unless otherwise terminated in accordance with this Agreement).

8.2 Immediate Termination. Either Party may immediately terminate this Agreement by giving written notice of such termination to the other Party on the occurrence of the following events: (i) the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any petition for similar relief; (ii) the appointment of a receiver or liquidator for the other Party's property; (iii) an assignment by the other Party for the benefit of its creditors or the acknowledgment by the other Party that it is unable to meet its obligations on the maturity thereof; (iv) the other Party ceases to conduct business in the normal course; or (v) any breach of clause (ii), (iii), (iv), (v), (viii) or (ix) of Section 1.4.

8.3 Effect of Expiration or Termination. Upon termination or expiration of an Order, all Application subscription(s) granted thereunder will terminate immediately and, where an Order is terminated as a result of an uncured breach by PROS, PROS will also refund to Genetec any pre-paid subscription fees prorated to the remainder of the pre-paid term.

8.4 Termination Assistance Professional Services. Except where the subscription is terminated by PROS for cause attributable to Genetec, PROS will make available to Genetec, during any applicable notice period and for a reasonable period of time after the expiration or termination of the subscription (but in no event for less than twelve (12) months), such termination assistance Professional Services as may be reasonably requested by Genetec to facilitate the orderly transition of PROS responsibilities hereunder to Genetec or its designee. Such Professional Services will be provided pursuant to an SOW under then-current fees for similar Professional Services.

8.5 Survival. Except to the extent expressly provided to the contrary herein, the obligation of Genetec to pay in full any outstanding fees and other monies due and Sections 1.4, 2.4, 4, 5, 6, 7, 9.2 and 9.3 will survive the termination or expiration of the Agreement.

**9. GENERAL.**

9.1 Defined Terms.

(a) "***Agreement***" means this Subscription and Services Agreement, together with all Orders, SOWs and the Policies. The terms of the Agreement will control over any different or additional terms of any purchase order submitted by Genetec and over any conflicting terms in PROS' Policies but only with respect to such conflicting subject matter. The terms of an SOW or Order will have precedence over any conflicting terms in this Agreement, but only with respect to the subject matter of such SOW or Order, and over any conflicting terms in PROS' change control process located at pros.com/changecontrol.

(b) "***Anonymous Aggregated Data***" means Genetec Data that has been aggregated with other data and anonymized to exclude data that would enable the identification of any individual, company, or organization. Anonymous Aggregated Data will not include Genetec Confidential Information or otherwise be in any way linked to or reference Genetec.

(c) "***Application***" means the PROS software-as-a-service platform specified in the applicable Order, together with the accompanying Documentation made available by PROS to Genetec pursuant to the subscription.

(d) "***Confidential Information***" means any data or information in any form that is disclosed to either Party, including directly or indirectly disclosed to a Party's subcontractors for the performance of a Party's obligations under this Agreement ("***Receiving Party***") by or on behalf of the other Party ("***Disclosing Party***") and that either (i) relates to Disclosing Party's proprietary software, information technology, business plans, forecasts, customer information, marketing information, trade secrets and/or financial performance, (ii) is identified as proprietary or confidential in writing at the time of disclosure (or that, due to its nature or under the circumstances surrounding its disclosure, ought to be treated as proprietary and confidential by a reasonable person), or (iii) is Genetec Data. For the avoidance of doubt, confidential information disclosed by a Party includes information received from a third party through a confidential arrangement that meets the criteria outlined in paragraphs (i) to (iii) as set forth in this clause (d).

(e) "***Documentation***" means the online user guides and technical documentation made generally available for the Application, but excluding any marketing materials or demonstrations of the Application.

(f) "***Genetec Affiliate***" means any company or legal entity that controls, is controlled by, or is controlled by an entity that controls Genetec. All derivatives of the word "***control***" mean the ownership directly or indirectly of more than fifty percent (50%) of the voting rights representing the right to vote in the election of directors or other managing authority in a company or other legal entity.

(g) "***Genetec Data***" means all electronic data or information submitted by or on behalf of Genetec for use in the Application and portrayed in documents (such as reports and quotes) generated by the Application based on such electronic data or information.

(h) "***Losses***" means, in connection with an indemnified claim, (i) the liabilities, damages and all related costs and expenses, including without limitation reasonable attorney fees, legal costs, defense costs awarded as the amount of a final judgement (including any award of fees, interests, penalties and expenses), rendered against the indemnitee, (ii) defense costs, (iii) and/or the amount of a settlement entered into by the indemnifying Party, or with the indemnifying Party's consent.

(i) "***Operational Data***" means data derived from the performance, use, and operation of the Application, including the number of records in the Application, and the number and types of transactions, configurations, and reports processed in the Application. Operational Data should not include Genetec Confidential Information and must not be capable of being traced back to Users.

(j) "***Order***" means the order for a subscription to the Application in written form executed by both Parties (or, if applicable, submitted online by Genetec to PROS).

(k) "***Personal Data***" means any Genetec Data relating to an identified or identifiable natural person, namely through identifiers such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(l) "***Policies***" means the policies and additional terms that are in effect as of the effective date of the relevant Order located at pros.com/SaaS, including the Privacy Notice, Security Policy and Service Level Agreement.

(m) "***Professional Services***" mean the implementation, strategic consulting or other professional services (but excluding support) PROS may perform for Genetec pursuant to an SOW or Work Order.

(n) "***Scope***" means the scope of use for the Application as set forth in the applicable Order.

(o) "***Security Policy***" means the PROS cloud security Policy that is in effect as of the effective date of the relevant Order located at: pros.com/SaaS/security.

(p) ***"Security Breach"*** means an actual (i) acquisition or use of Genetec Confidential Information, or execution of operations or functions of the Application, without authorization and through an actual contravention of security measures; or (ii) other unauthorized loss or misuse of Genetec Confidential Information.

(q) "***Service Level Agreement***" means the service level agreement that is attached to the relevant Order, or if no service level is so attached, then the service level which is in effect as of the effective date of the relevant Order located at pros.com/SaaS/SLA.

(r) "***SOW***" or "***Work Order***" means a work order for Professional Services (or an Order that includes Professional Services) executed by the Parties, or any change order referencing an SOW or a Work Order and executed by the Parties. No SOW or Work Order is binding upon either Party unless signed by both Parties, and neither Party will be liable to the other with respect to unsigned SOWs or Work Orders.

(s) "***Subscription Term***" means the period during which Genetec has paid for and is entitled to receive the subscription to the Application. The Subscription Term commences on the effective date of the relevant Order (unless otherwise specified therein) and continues for the period specified in such Order.

(t) "***Taxes***" means any and all of the following: sales, use, excise or similar taxes, value added taxes, and any costs associated with the collection and withholding of any of the foregoing items.

(u) "***Users***" mean individuals who are authorized by Genetec to use the Application, subject to the terms of this Agreement, and have been supplied user identifications and passwords by Genetec. Where applicable, the number of Users authorized to use the Application will be set forth on the relevant Order.

9.2 Export Control Laws. The Application and associated technical data are subject to U.S. export control laws and regulations, and may be subject to export or import laws and regulations in other countries. Genetec represents that Genetec is not (i) on the U.S. Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons or on any other U.S. Government lists of denied or sanctioned parties and (ii) otherwise a person to whom PROS is legally prohibited to provide access to the Application and associated technical data or provide Professional Services. Each Party is responsible for obtaining any U.S. and non-U.S.

governmental authorities with respect to its performance hereunder, except as expressly required by law or regulation, shall not be liable to any Indemnified Party for any claim asserted by any third party in any Application or any claim initiated by such third party in this Application and any expenses relating to the foregoing may be recovered under applicable laws and regulations.

9.2 Governing Law; Dispute Resolution. The Parties hereto shall use reasonable efforts to resolve disputes pursuant to Section 9.1 above, this Agreement will be construed pursuant to and governed by the laws of the State of New York, without regard to conflicts of law principles. The state and federal courts located in the Southern District of the State of New York will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and each Party consents to such jurisdiction and waives any objection to venue in such courts or any claim that any such court is an inconvenient forum. Each Party irrevocably waives any right it may have to a trial by jury in any legal proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) and the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement in any way.

9. Injunctive Relief. The Parties agree that a breach of Section 3.4, 3.5 or 3.7 may cause irreparable and continuing damage to which monetary damages are inadequate remedy at law, and such Party will be entitled to injunctive relief without posting a bond or other security and without proving actual damages that may be incurred.

9.4 Force Majeure. Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) to the extent such failure or delay is caused by events beyond such Party's reasonable control, including, without limitation, strikes, shortages, riots, insurrections, fires, floods, storms, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages or failures, utility or telecommunications failures, computer (hardware or software) or communications failures or delays not caused by the affected Party's fault or negligence and which by the exercise of reasonable diligence such Party is unable to prevent or overcome (each, a "Force Majeure Event"). In the event of any such delay or failure to perform, the date of performance shall be extended for a period equal to the time lost by reason of the delay or failure. Each Party shall promptly notify the other Party of the occurrence of a Force Majeure Event and shall use reasonable efforts to mitigate its effects. Without limiting the foregoing, obligations to pay amounts due and owing in respect of any service provided prior to the Force Majeure Event shall not be excused.

9.5 Publicity. Neither Party will issue or cause the publication of any press release or other public announcement with respect to this Agreement without the prior written consent of the other Party. Subject to Genesee's prior written consent, PROS may refer to Genesee as a PROS customer and use Genesee's logo in customer lists and presentations, and in communications to and with third parties, as well as in communications and customer lists generally distributed or made available, provided that any use of such logo will be subject to Genesee's reasonable trademark guidelines as communicated by Genesee from time to time. Any permitted use of Genesee's logo will be in accordance with the terms of this Agreement. Genesee may revoke its consent to the foregoing at any time by written notice to PROS, and thereupon PROS will, and will cause its agents and representatives to, cease all use of Genesee's logo as soon as reasonably practicable. Nothing in this Agreement will be construed to restrict or limit Genesee's ability to use PROS's name or logo in connection with the normal operation of Genesee's business, including, without limitation, in connection with any litigation, arbitration, audit, inquiry or investigation that may involve PROS, and such use will not require PROS's consent. Except as expressly provided in this Section 9.5, neither Party will use the name, trademarks, service marks, trade names, logos, domain names or other boilerplate or boilerplate designations of the other Party or its affiliates without the other Party's prior written consent.

9.6 Entire Agreement. This Agreement, including and any Exhibits, Schedules, Statements of Work and Change Orders hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contemplated hereby, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the related Exhibits, Schedules, Statements of Work and Change Orders (other than an exception expressly set forth as such in the applicable Statement of Work or Change Order), the following order of precedence shall govern: (1) this Agreement, (2) the applicable Statement of Work, and (3) the applicable Change Order.

9.7 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth below or at such other address as a Party may specify by written notice to the other Party in accordance with this Section 9.7. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 9.7.

If to PROS: PROS, Inc., 3100 Main Street, Suite 900, Houston, Texas 77002 USA, Attn: Legal Department

If to Genesee: Genesee Brewing Company, LLC, 445 St. Paul Street, Rochester, NY 14605, Attn: Legal Department

9.8 No Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.9 Relationship of the Parties. This Agreement is not intended nor will it be construed to create any relationship or other association by any party other than Genesee and PROS, including, but not limited to, that of a partnership, joint venture or agency. Nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship between the Parties. PROS will remain solely responsible for the actions and omissions of its personnel during the course of their performance of any of PROS' obligations under this Agreement.

9.10 No Waiver. No waiver, modification or amendment by either Party of any right or remedy or any provision of this Agreement or any Statement of Work or Change Order hereunder will be effective or construed to be a waiver of any other or subsequent breach or default or a waiver of the provision itself.

9.11 Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

9.12 Severability. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

9.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed facsimile or electronic signature page of this Agreement will be sufficient to bind the Parties to the terms and conditions of this Agreement.

9.14 Construction. This Agreement will be construed as if the Parties jointly prepared it, with the understanding that the meaning of the language used in this Agreement will be the meaning of the language as a whole according to its fair meaning and common understanding, and any uncertainty or ambiguity existing herein will not be interpreted against either Party, but according to the application of the rules of interpretation for arm's length agreements.

9.15 Insurance. Each Party shall procure and maintain throughout the Subscription Term, at its own expense, insurance coverages, which shall include, without limitation, general commercial liability policy, and crime and computer fraud policy (with cyber security and data privacy liability coverage) with reputable insurance companies licensed to do business in the United States. Each Party will provide the other Party with certificates of insurance evidencing such coverages upon request. Such insurance coverages will not limit or modify any of the Parties' respective obligations and liabilities under this Agreement.

IN WITNESS WHEREOF, PROS and Genetec have each caused this Subscription and Services Agreement to be signed and delivered by its duly authorized officer, effective as of the Effective Date.

GENETEC:

**Genetec, Inc.**
a Canadian corporation

By: Andrew Elvish
Name: Andrew Elvish
Title: Vice President Marketing
Date: 24 December 2019

PROS:

**PROS, Inc.**
a Delaware corporation

By:
Name: Damian Olthoff
Title: General Counsel
Date: 24 December 2019

PROS.LEGAL